

MOTION BY SUPERVISOR MICHAEL D. ANTONOVICH

August 23, 2016

ACQUISITION OF REAL PROPERTY IN ARCADIA FOR PROPOSED ARCADIA LIVE OAK LIBRARY

The County of Los Angeles Public Library (County Library) has been leasing and operating a 2,891 square foot library facility, located at 4153 E. Live Oak Boulevard, Arcadia since 1964. The desire of developing a larger library to serve the community needs has always been a priority; however, limited resources and the lack of suitable real estate inventory delayed the opportunity of replacing the existing facility until now.

The County Library and the Chief Executive Office (CEO), Real Estate Division, have been successful with identifying a suitable property containing an approximately 7,440 square feet building situated on a 22,402 square foot parcel of land, located at 22 West Live Oak Boulevard, Arcadia (Property). The new prospective library site is approximately 1.7 miles from the existing County Library. Although the new library site is located within the City of Arcadia (City) incorporated boundaries, the proposed library is anticipated to serve relatively the same population that the current County Library serves. Additionally, the City's Director of Public Library has acknowledged support for the new library project, while the City's Development Services Department provided written confirmation that the proposed library use would be consistent with the City's General Plan Designation for the site.

The aggregate cost for the proposed acquisition of the Property is approximately \$2,185,000, which includes escrow costs. An independent review of relevant market data by the CEO's in-house appraiser concluded that the purchase price of \$2,170,000 falls within a fair market value range for the Property. The CEO, Real Estate Division, has satisfactorily completed its due diligence in connection with the proposed acquisition.

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A seismic upgrade, at the Seller's cost, will be required to meet County standards prior to the Property being purchased. The CEO has completed an initial study of environmental impacts of the proposed acquisition for the proposed Arcadia Live Oak Library under the California Environmental Quality Act (CEQA) that showed there is no substantial evidence that the proposed acquisition may have a significant effect on the environment and that no mitigation is necessary. Accordingly, a Negative Declaration has been prepared and a notice was distributed and posted as required by CEQA. No comments were received during the public review period wherein the proposed project was publicly circulated for comment between June 24, 2016 and July 25, 2016. The documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter are located at the Chief Executive Office, Real Estate Division, 222 South Hill Street, 3rd Floor, Los Angeles, California 90012.

Subsequent to the proposed acquisition, work for redesign, refurbishment and renovation will then be proposed to make the Property and its existing building suitable for Library use. Such proposed work will require planning, feasibility, and design studies under the direction of the Director of Public Works. Such studies are exempt under CEQA, as they would constitute planning and feasibility studies for possible future actions which the Board has not approved, adopted or funded, and is, therefore, statutorily exempt under Section 15262 of the State CEQA Guidelines. Any geotechnical site investigations, storm water and utility evaluations, and other such studies are also categorically exempt under Section 15306 of the State CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, as they include basic data collection, research and resource evaluation activities, which will not result in serious or major disturbance to an environmental resource as part of a study. In addition, the Property and existing building are not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable.

I, THEREFORE, MOVE THAT THE BOARD OF SUPERVISORS:

1. Establish the Live Oak Public Library Acquisition, Capital Project No. 77608, find that Capital Project No. 77608 is part of a necessary program that meets social needs of the population of the County, and approve the total project cost estimate of \$2,185,000, which includes the purchase price of \$2,170,000 and \$15,000 for title and escrow fees, pursuant to Government Code Sections 25353 and 26227.

2. Approve the attached appropriation adjustment to transfer \$185,000 from 5th District Extraordinary Maintenance funds to fully fund the Live Oak Public Library Acquisition, Capital Project No. 77608.

3. Consider the attached Negative Declaration for the County's acquisition of the improved parcel of land in the City of Arcadia, for which no comments were received during the public review period, and find on the basis of the whole record before the Board of Supervisors that Capital Project No. 77608 will not have a significant effect on the environment; find that the Negative Declaration reflects the independent judgment and analysis of the Board; and adopt the Negative Declaration. Instruct the CEO or her designee to file a Notice of Determination for the Negative Declaration and a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the State CEQA Guidelines. Find on the basis of the whole record that Capital Project No. 77608 will have no effect on fish and wildlife, and instruct the CEO or her designee to submit a no effect determination request to the California Department of Fish and Wildlife and then file the appropriate determination documentation with the Registrar-Recorder/County Clerk.

4. Approve the Notice of Intention to purchase the 22,402 square foot parcel with approximately 7,440 square feet of improvements, located at 22 West Live Oak Boulevard, Arcadia, from 22 West Live Oak Ave., LLC, a California limited liability company, for the purchase price of \$2,170,000. Instruct the Executive Office, Clerk of the Board of Supervisors to publish the Notice of Intention in accordance with Government Code Section 6063 and 25350, and set a date for Public Hearing to receive comment and consummate the proposed acquisition.

5. After the Public Hearing and the purchase is ordered to be consummated in accordance with Government Code Section 25350 et seq, then approve and instruct the Chair to sign the Agreement of Purchase and Sale of Real Property with the 22 West Live Oak, LLC, to purchase the Property for \$2,170,000, plus title and escrow fees in an amount not to exceed \$15,000, for a total of \$2,185,000.

6. Authorize the Chief Executive Officer or her designee to take all further actions necessary and appropriate to complete the transaction, including opening and management of escrow and execution of any documentation to consummate the purchase and accepting the deed conveying title to the County of Los Angeles, and take other actions consistent with implementation of these approvals.

7. Authorize the Auditor-Controller to issue warrants, as directed by the Chief Executive Officer or her designee, for the purchase and any other related transactional costs.

8. Instruct the Assessor's office to remove the Property from the tax roll, effective upon the transfer.

9. Establish the Live Oak Public Library Refurbishment Project, Capital Project No. 87342, find that Capital Project No. 87432 is part of a necessary program that meets social needs of the population of the County, and approve the total cost estimate of \$7,315,000 for the project consisting of planning, feasibility and design studies, and potential redesign, refurbishment and renovation work to make the Property suitable for library use, pursuant to Government Code Sections 25351, 25353, and 26227.

10. Approve the attached appropriation adjustment to transfer \$4,604,000 from the Provisional Financing Uses Budget (\$546,000 from Utility Uses Tax funds allocated to the 5th District and \$4,058,000 from Community Programs), \$315,000 from 5th District Extraordinary Maintenance funds and \$2,396,000 from Various 5th District Improvement, Capital Project No. 77047 to the Live Oak Library Refurbishment Project, Capital Project No. 87342, to make funds available for the project.

11. Find that planning, feasibility, and design studies for Capital Project No. 87342 are exempt from CEQA for the reasons stated in this Motion. Instruct the Director of Public Works or her designee to complete the necessary planning, feasibility, and design studies by in-house staff or as-needed consultants, under authority delegated to the Director of Public Works or her designee. Upon completion of said planning, feasibility, and design studies, instruct the CEO or her designee to return to the Board to propose and seek approval for any proposed redesign, refurbishment and renovation work under the Live Oak Public Library Refurbishment Project, which would include but not be limited to a presentation of the redesign, refurbishment and renovation work which may be proposed under the project, necessary environmental findings and determinations, a cost estimate and Board commitment of funding for any work proposed as to the project, and designation of a recommended project scope.

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Property Acquisition for Arcadia Library

Environmental Checklist Form

1. **Project Title:** Acquisition of Property for Library Purposes
2. **Lead Agency:** County of Los Angeles
3. **Contact Person and Address:** Roger Hernandez, 213-974-4208
4. **Project Location:** 22 W. Live Oak Avenue Arcadia, CA 91007
5. **Project Sponsor's Name and Address:** County of Los Angeles, Chief Executive Office,
222 S. Hill St., 3rd Floor Los Angeles, CA 90012
6. **General Plan Designation:** Mixed Use zone, City of Arcadia
7. **Zoning:** Commercial
8. **Project Background and Description:** The proposed project is for the County of Los Angeles to acquire an approximately 22,402 sq. ft. improved parcel of land containing a 7,440 square foot office building, paved parking lot, and associated landscaping, located at 22 W. Live Oak Avenue in the City of Arcadia for the construction of a public library. The County will be refurbishing the existing property to accommodate the proposed library use with all library improvements occurring within the building's existing 7,440 square feet.
9. **Surrounding Land Uses and Setting:** Commercial
10. **Discretionary Approvals:** N/A

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology and Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Hydrology and Water Quality |
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation and Traffic | <input type="checkbox"/> Utilities and Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION (To be completed by Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
I find that, although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.	
I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.	
I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.	



Roger W. Hernandez

Senior Real Property Agent

Chief Executive Real Estate Division

6/24/2016
Date

County of Los Angeles
Initial Study

Acquisition of Improved Property, 22 W. Live Oak Ave. Arcadia, CA 91007
6/24/16

ENVIRONMENTAL IMPACTS. (Explanations for all answers are required):

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
1. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
d. Result in the loss of forest land or conversion of forest land to a non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Violate any air quality standard or contribute to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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emissions which exceed quantitative thresholds for ozone precursors)?

d. Expose sensitive receptors to substantial pollutant concentrations? ☐ ☐ ☐ ☒

e. Create objectionable odors affecting a substantial number of people? ☐ ☐ ☐ ☒

4. BIOLOGICAL RESOURCES. Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? ☐ ☐ ☐ ☒

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service? ☐ ☐ ☐ ☒

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan (HCP), Natural Community Conservation Plan (NCCP), or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5. CULTURAL RESOURCES. Would the project:

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Cause a substantial adverse change in the significance of a historical resource | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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as defined in CEQA Guidelines Section 15064.5?

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

6. GEOLOGY AND SOILS. Would the project:

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known active fault? Refer to Division of Mines and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Geology Special Publication 42.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
ii. Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv. Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

7. GREENHOUSE GAS EMISSIONS. Would the project:

a. Generate greenhouse gas (GHGs) emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

8. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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materials into the environment?

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

9. HYDROLOGY AND WATER QUALITY. Would the project:

a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

10. LAND USE AND PLANNING. Would the project:

a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

11. MINERAL RESOURCES. Would the project:

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. NOISE. Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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without the project?

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

13. POPULATION AND HOUSING. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

14. PUBLIC SERVICES. Will the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

a. Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

15. RECREATION.

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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substantial physical deterioration of the facility would occur or be accelerated?

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

16. TRANSPORTATION/TRAFFIC. Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

17. UTILITIES AND SERVICE SYSTEMS. Would the project:

a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
significant environmental effects?				
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
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h. Other utilities and service systems?

☐☐☐☒

18. MANDATORY FINDINGS OF SIGNIFICANCE.

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

☐☐☐☒

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

☐☐☐☒

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

JUN 24 2016

DATE POSTED – June 24, 2016

LOS ANGELES, COUNTY CLERK

NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

Department Name: Chief Executive Office
Project Title: Acquisition of Improved Property for Library Purposes

This notice is provided as required by the California Environmental Quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Executive Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
Roger Hernandez	(213) 974-4208
3. Date Information Form Submitted – June 24, 2016
4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office
Real Estate Division
5. Address of Facility Involved – 22 W. Live Oak Avenue
Arcadia, CA 91007
6. Description of Project- The proposed project is for the County of Los Angeles to acquire an approximately 22,402 sq. ft. improved parcel of land containing a 7,440 square foot office building, paved parking lot, and associated landscaping, located at 22 W. Live Oak Avenue in the City of Arcadia for the construction of a public library. The County will be refurbishing the existing property to accommodate the proposed library use with all library improvements occurring within the building's existing 7,440 square feet.
7. Finding for Negative Declaration- It has been determined that this project will not have a significant effect on the environment.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2 above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con Roger Hernandez, para asistencia en obtener una traduccion a el numero (213) 974-4208.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

**COUNTY OF LOS ANGELES ACQUISITION
OF IMPROVED PROPERTY FOR LIBRARY PURPOSES**

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to acquire an approximately 22,402 sq. ft. improved parcel of land containing a 7,440 square foot office building, paved parking lot, and associated landscaping, located at 22 W. Live Oak Avenue in the City of Arcadia for the construction of a public library. The County will be refurbishing the existing property to accommodate the proposed library use with all library improvements occurring within the building's existing 7,440 square feet.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

INITIAL STUDY

I. Location and Description of Project

The acquisition parcel is located at 22 W. Live Oak Avenue in the City of Arcadia, in the Fifth Supervisorial District approximately 15.6 miles east of the Los Angeles Civic Center, 3.5 miles north of the CA 10 Freeway, and is depicted in the attached Exhibit A.

The approximately 22,402 sq. ft. parcel to be acquired is owned by 22 W. Live Oak Ave, LLC and the property is currently improved with a 7,440 square foot office building. The proposed project is for the County to acquire the Property for the construction of a public library within the building's existing 7,440 square feet.

II. Compatibility with General Plan

The City of Arcadia was notified of the proposed acquisition in accordance with California Government Code Sections 65402 and 54222. The subject property is designated on the City's General Plan as being located within the Mixed Use zone. The proposed acquisition for a public library poses no conflict with the City of Arcadia's adopted General Plan.

III. Environmental Setting

The project site is located in a commercially developed area of Arcadia surrounded by commercial buildings. The 22,402 sq. ft. parcel includes a 7,440 square foot building, paved parking lot and associated landscaping. The site is generally bound by Welland Avenue to the west, Daines Drive to the south, Live Oak Avenue to the north, and Santa Anita to the west.

IV. Identification of Environmental Effects

- A. The impact of the proposed acquisition project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines is anticipated.
- B. The project will not conflict with adopted environmental plans and goals of the County of Los Angeles and/or the City of Arcadia.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the site.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.

- F. The acquisition will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic, nor will it affect the carrying capacity of the present street system. The County's acquisition is in conformance with the land uses approved by the County of Los Angeles and the City of Arcadia.
- J. The project will not displace any persons from the site.
- K. The project will not substantially generate and noise or increase the ambient noise levels to adjoining areas.
- L. The project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expend a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No significant increased energy consumption is anticipated by the County's use of the premises as compared to previous uses.
- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

None Required.

VI. Initial Study Preparation

This study was prepared by Roger Hernandez of the Los Angeles County Chief Executive Office, Real Estate Division. This study was completed on June 24, 2016.

NEGATIVE DECLARATION

Department Name: Chief Executive Office
Project Title: Acquisition of Improved Property for Library
Purposes

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. **Description of Project**

The proposed project is for the County of Los Angeles to acquire an approximately 22,402 sq. ft. improved parcel of land containing a 7,440 square foot office building, paved parking lot, and associated landscaping, located at 22 W. Live Oak Avenue in the City of Arcadia for the construction of a public library. The County will be refurbishing the existing property to accommodate the proposed library use with all library improvements occurring within the building's existing 7,440 square feet.

2. a. **Location of Project** (map attached)

22 W. Live Oak Avenue
Arcadia, CA 91007

b. **Name of Project Proponent**

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. **Finding for Negative Declaration**

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated June 24, 2016 which constitutes the Initial Study of this project.

4. **Initial Study**

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. **Mitigation Measures Included in Project**

None required.

Date
June 24, 2016

Real Property Agent
Roger Hernandez

Telephone
(213) 974-4208

**SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE
COUNTY OF LOS ANGELES
22 W. LIVE OAK AVENUE, ARCADIA**

This Sale and Purchase Agreement ("Agreement") is made and entered into this 27th day of September, 2016, by and between 22 West Live Oak Ave, LLC, a California LLC, (hereinafter "Seller"), and the County of Los Angeles, a body corporate and politic (hereinafter "County").

RECITALS:

- A. Seller is the owner of that certain real property consisting of approximately 7,440 square feet located at 22 West Live Oak Avenue, Arcadia, Los Angeles County, State of California, designated as Assessor's Parcel Number 8573-019-004, incorporated herein by this reference (the "Seller's Property").
- B. County desires to acquire Seller's Property, together with all easements and interests appurtenant thereto, and all intangible property owned or held in connection therewith, including without limitation, development rights, governmental approvals and land entitlements; as legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- C. Seller desires to sell the Property and convey it to County, and subject to compliance with the California Environmental Quality Act and its associated regulations ("CEQA"), County desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Sale and Purchase Agreement.

1.1 No Further Encumbrance of Property. Seller shall not encumber the Property with any leasehold interest, tenancy or occupancy, and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title, following County's execution of this Agreement. As of the signing of the Agreement, Seller shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy, and shall maintain the Property in that condition to and until the Closing as defined in Section 3.7 below, whichever occurs first.

1.2 Right of Entry. Seller hereby also grants to County, its agents and employees the right to enter upon the Property for the purpose of conducting engineering surveys, soil tests, entitlement processes, including, but not limited to those reports/studies required to satisfy compliance with CEQA and any other

studies/reports to determine the Property's suitability for the intended or contemplated use by County and for any other reasonable purpose. Additionally, County will be provided with access at any and all times to enter the Property to review and inspect Seller's seismic retrofit work to be performed on the Property, as further described in Section 3.7 below.

1.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Two Million One Hundred Seventy Thousand and 00/100 DOLLARS (\$2,170,000.00)

1.4 Contingencies. County's purchase of the Property is subject to the following conditions:

1.4.1 Compliance with all applicable CEQA requirements.

1.4.2 Approval of this Agreement by County Board of Supervisors ("Board");

1.4.3 Board adopting a Resolution of Notice of Intention to Purchase the Property; and

1.4.4 Board approving the purchase of the Property.

1.5 Voluntary Termination. County may terminate this Agreement, by written notice to Seller, if County determines, in its sole discretion, that the Property is not suitable for County's intended or contemplated use as a public library or County cannot reasonably meet all legal requirements and obtain all necessary government approvals. Effective upon the date of issuance of such notice, this Agreement shall terminate, and all rights and obligations of County and Seller under this Agreement shall terminate concurrently.

2. Transfer of Property Interest.

3.1. Escrow. Within 10 business days following County's execution of this Agreement, the parties shall open an escrow account ("Escrow") with Chicago Title Company, 725 South Figueroa St. Street, Suite 200, Los Angeles, CA 90017 ("Escrow Holder"). This Agreement shall constitute the basic Escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:

3.1.1. (i) pay and thereafter charge Seller for any delinquent taxes, penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Property; (ii) pay, and thereafter charge Seller, for any amounts necessary to place title to the Property in the condition necessary to enable conveyance pursuant to this Agreement; including documentary transfer tax if necessary; (iii) pay and charge County for title insurance; (iv) pay and charge Seller and County each for their portion of escrow

fees; (v) prorate all real property taxes which are unpaid and/or a lien on the Property as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from its proceeds. The tax amount withheld shall be made payable to County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after Closing to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition, pursuant to Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by Seller and County, (a) record documents of conveyance; (b) disburse the Purchase Price to Seller, less applicable prorations and expenses; (c) deliver copies of the Escrow closing statements to both parties; and (d) deliver, as instructed, any items or documents given to Escrow Holder to hold on behalf of both parties.

3.2. Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within two (2) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

3.3. Form of Grant Deed. Fee simple title to the Property shall be conveyed by Seller to County by a grant deed substantially similar to the form attached hereto as Exhibit "B", subject to only matters approved in writing by County pursuant to Section 3.4 of this Agreement.

3.4. Condition of Title to Transfer Property. Seller shall cause the conveyance of good and marketable fee simple title to the Property to County, as evidenced by a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Escrow Holder, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only items approved in writing by County. The warranties of title are intended to survive the Closing. Prior to the Closing, Seller shall use reasonable efforts to remove from title any exception items disapproved by County. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to County. Notwithstanding the foregoing, upon Closing, County shall assume responsibility for disposition of any hazardous materials present on the Property as required by applicable Environmental Laws. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Property. If an exception item cannot be removed from title and/or County does not approve a method of removing any disapproved exception items from title for any reason, County, as its sole and exclusive remedy, may (i) waive

this this Section 3.4 in said Agreement and proceed with this transaction, or (ii) terminate this Agreement, whereupon neither party will have any further liability to the other.

3.5. County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the grant deed to Escrow Holder; (ii) Seller's representations, warranties and covenants being true and correct as of Closing; (iii) Title Company's irrevocable commitment to issue the Title Policy; (iv) Seller, at Seller's sole cost and expense and prior to the Closing, performing seismic upgrade work to the Property to the Buyer's standards, as further described in Section 3.7. If any of the above conditions are not satisfied, County shall allow Seller an opportunity to cure by any reasonable method if Seller fails to cure said deficiency, County may, in writing, terminate this Agreement, and thereafter the parties will have no further obligations pursuant to this Agreement. If County does not object to Seller not satisfying any of the said conditions, County will be deemed to have waived that condition or those conditions as of Closing. However, under no circumstance will the Closing occur before the seismic retrofit upgrade work is completed per (iv) above.

3.6. Seller's Conditions to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board adopting a Resolution of Notice of Intention to Purchase the Property; (ii) Board approving the purchase of the Property; (iii) County's deposit of the Purchase Price into Escrow no later than thirty (30) business days after Board approval of the purchase ; and (iv) County's representations, warranties and covenants being true and correct as of the Closing. If any one of the above conditions are not satisfied, Seller shall allow County a reasonable opportunity to cure by any reasonable method. If County fails to cure said deficiencies, Seller may, in writing, terminate this Agreement, and thereafter the parties will have no further obligations pursuant to this Agreement. If Seller does not object to County not satisfying any of the said conditions, County will be deemed to have waived that condition or those conditions as of Closing.

3.7 Seismic Retrofit. As stated in Section 3.5 above, prior to Closing, Seller will perform seismic retrofit improvements to the Property ("Seismic Retrofit"), subject to review and approval of said Seismic Retrofit by the County's Department of Public Works ("Public Works"). A contractor ("Contractor") selected and hired by Seller with the County's concurrence will perform the Seismic Retrofit work. The County will be provided, in a timely manner, with any and all seismic and structural reports, surveys, studies, and building plans, ("Construction Documents") conducted by the Contractor during the Seismic Retrofit work. The County, upon written review and approval by Public Works, will deem said Seismic Retrofit complete. Seller is aware it shall bear any and all costs associated with the Seismic Retrofit and that the costs charged to Seller by Contractor will be deducted from Seller's sales proceeds at Closing. Additionally, prior to Closing, Seller will deposit into Escrow a notarized lien waiver signed by

Contractor and any and all sub-contractors stating that Contractor and sub-contractors have been paid in full for their work performed and hereby waive any future lien rights to the Property.

3.8 Asbestos Credit. As additional consideration, Seller agrees to provide County with a \$10,000 credit to be deducted from the Purchase Price for the costs of County performing asbestos-related mitigation on the Property.

3.9. Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the Official Records of the County of Los Angeles. The parties agree to use their best efforts to effect the Closing no later than ninety (90) days or sooner following County's execution of this Agreement, Seller's completion of Seismic Retrofit work, and the acceptance of said Seismic Retrofit work by the County. The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

4. Possession.

4.1 County's Possession. County shall be entitled to possession of the Property as of the Closing.

4.1.1 Seller agrees to deliver the Property in a vacant condition, as described in Section 1.1., upon the Closing.

4.1.2 Seller agrees to terminate all property management agreements, listing agreements and maintenance agreements relating to the Property prior to Closing.

5. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, U.S. Postal Service Express Mail or Federal Express, to the following address:

To County: County of Los Angeles, Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Chris Montana,
Director of Real Estate Division

To Seller: 22 W. Live Oak Ave, LLC
158 W. Sandra Avenue
Arcadia, CA 91007

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of

the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

6. Brokers. CBRE has been engaged by the County to represent them in this transaction. The Seller is represented by Coldwell Banker George Realty. The Seller is responsible to pay a commission to the brokers per a separate agreement.

7. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other, and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

7.1 Power. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

7.2. Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.

7.3. Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

7.4. Validity. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

8. Indemnification.

8.1 Hold Harmless and Indemnification. Seller waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for

damages of any nature whatsoever, related to the Property arising out of events or conditions first occurring during or prior to Seller's period of ownership of the Property and/or at any time that Seller had any interest in the Property whether fee title or leasehold. Additionally, Seller shall defend, indemnify, and hold County and County's Special Districts, elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of the Seller or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement.

8.2 CEQA Indemnification. Seller shall defend, indemnify, and hold County and County's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising in whole or in part from any action or proceeding brought pursuant to the California Environmental Quality Act of 1970, as amended (Public Resources Code section 21000, *et seq.*), relating to the actions contemplated by this Agreement.

8.3 Hazardous Materials. Seller shall indemnify, protect, defend, and hold harmless the County and each of its respective directors, officers, employees, assigns, successors, lenders, attorneys, affiliates and agents (collectively, the "County Indemnified Parties") from and against any and all claims, actions, liabilities, losses, fines, penalties, civil liabilities, costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by the County Indemnified Parties, or any of them, to the extent resulting from (i) the discovery and/or introduction by Seller into or about the Property of hazardous materials, (ii) the usage, storage, maintenance, generation, production, disposal, release or discharge of hazardous materials in or about the Property by Seller, (iii) any injury to or death of persons or damage to or destruction of the Property or remediation requirement or duty resulting from the use, introduction, production, storage, generation, disposal, disposition, release or discharge by Seller, and (iv) any failure of Seller to observe the covenants of this Agreement and/or County, City and State covenants.

8.4 Property Inspection Indemnification. In the event County, its agents, or assignees require access to the Property at any time prior to the Closing to conduct such property inspections as it deems appropriate, and without limiting any of Seller's other indemnification obligations under this Agreement, Seller shall indemnify, defend, protect and hold County harmless from any and all claims, losses, liabilities, suits, actions, costs or expenses (including reasonable attorneys' fees) arising out of any hazardous materials uncovered, exposed, and/or released onto the Property during such inspections.

8.5 Definition. The term "hazardous materials" includes, but is not limited to,

asbestos, all petroleum products and all hazardous materials, pesticide contamination including but not limited to herbicides, arsenic, thallium, and warfarin, hazardous wastes and hazardous or toxic substances as defined or designated in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) (including specifically any element, compound, mixture or solution); the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.); and California Health and Safety Code Section 25316, including such hazardous or toxic substances or wastes as are identified, defined, or listed elsewhere where such identifications, definitions or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, the term "hazardous materials" includes, but is not limited to, any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321 et seq.); any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act (42 U.S.C. §§ 1317(a), et seq.); any hazardous air pollutant listed under Section 112 of the Clean Air Act (42 U.S.C. §§ 7412, et seq.); any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, et seq.); and any hazardous waste identified in Chapter 11 of Title 22 of the California Code of Regulations (22 C.C.R. §§ 66261.1 et seq.) The term "hazardous materials" also includes, but is not limited to, any substance, material or compound generally referred to as such by commonly accepted industry practices or standards.

8.6 The indemnity provided by this section shall survive the Closing.

9. General Provisions.

9.1 Delegation of Authority. County hereby delegates to County's Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

9.2. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the grant deed conveying the Property.

9.3. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and County.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

9.5 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

9.6 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

9.7 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.

9.8 Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

9.9 Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

9.10 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

9.11 No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

9.12 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

IN WITNESS WHEREOF, Seller has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of County by the Chair of the Los Angeles County Board of Supervisors the day, month, and year first above written.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

22 WEST LIVE OAK AVE, LLC

By: Hsiu Jen Chen Koo
Hsiu Jen Chen Koo

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

ATTEST:

LORI GLASGOW
Executive Officer-Clerk of the
Board of Supervisors

By: [Signature]
Deputy



COUNTY OF LOS ANGELES

A body corporate and politic

By: Hilda F. Solis
Chair, Board of Supervisors
Los Angeles County

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#3 ... SEP 27 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

EXHIBIT LIST

Exhibit "A" Property Legal Description

Exhibit "B" Grant Deed Form

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 8573-019-004

Lot 4, in Block "A" of Tract 10898, in the City of Arcadia, as per map recorded in Book 189 Pages 42 and 43 of Maps, in the Office of the County Recorder of Said County.

Except therefrom all oil, gas, minerals, and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Director of Real Estate Division

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX.
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

APN: 8573-019-004

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, 22 West Live Oak Ave, LLC (hereinafter called "Grantor") does hereby grant to County of Los Angeles, a body corporate and politic, (hereinafter called "County"), all of the Grantor's rights, title and interests to that certain real property in the City of Arcadia, in the County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated _____

22 WEST LIVE OAK AVE, LLC

By: _____
Hsiu Jen Chen Koo

EXHIBIT "A" TO GRANT DEED

PROPERTY LEGAL DESCRIPTION

APN: 8573-019-004

Lot 4, in Block "A" of Tract 10898, in the City of Arcadia, as per map recorded in Book 189 Pages 42 and 43 of Maps, in the Office of the County Recorder of Said County.

Except therefrom all oil, gas, minerals, and other hydrocarbon substances, lying below a depth of 500 feet, without the right of surface entry.

**NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase an approximately 22,402 sq. ft. parcel of land improved with a 7,440 sq. ft. building (the "Real Property") located at 22 W. Live Oak Avenue, in the City of Arcadia, County of Los Angeles, State of California for the sum of Two Million One Hundred Seventy Thousand (\$2,170,000) from 22 W. Live Oak Ave, LLC, a California LLC (the "Seller"). It is the intent of the County to develop the Real Property with a public library for County residents. The property to be acquired is legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

NOTICE IS HEREBY GIVEN that the purchase of the Real Property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on September 27th, 2016, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the Real Property described herein until the Board of Supervisors approves the purchase on the named consummation date.



LORI GLASGOW, Executive Officer
Board of Supervisors, County of Los Angeles

By Lachelle Ami Therman
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Deputy

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

APN: 8573-019-004

Lot 4, in Block "A" of Tract 10898, in the City of Arcadia, as per map recorded in Book 189 Pages 42 and 43 of Maps, in the Office of the County Recorder of Said County.

July 28, 2016
DEPT NO: 060

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR
FY 2016-17
3 - VOTES

SOURCES		USES	
EXTRAORDINARY MAINTENANCE A01-CF-2000-12810 SERVICES & SUPPLIES DECREASE APPROPRIATION	500,000	PUBLIC LIBRARY LIVE OAK PUBLIC LIBRARY ACQUISITION A01-CP-6006-65044-77608 CAPITAL ASSETS - LAND INCREASE APPROPRIATION	185,000
PFU-VARIOUS A01-CB-2000-13749-13760 SERVICES & SUPPLIES DECREASE APPROPRIATION	4,604,000	PUBLIC LIBRARY LIVE OAK LIBRARY REFURBISHMENT PROJECT A01-CP-6014-65044-87342 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	7,315,000
VARIOUS CAPITAL PROJECTS VARIOUS 5TH DISTRICT IMPROVEMENTS A01-CP-6014-65099-77047 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	2,396,000		
SOURCES TOTAL	\$ 7,500,000	USES TOTAL	\$ 7,500,000

JUSTIFICATION

Reflects the transfer of \$185K from 5th District Extraordinary Maintenance Funds to CP # 77608 to fully fund the property acquisition for the Live Oak Library. It also reflects the transfer of \$4.604M from 5th District Provisional Financing Uses Budget (\$546K from 5th District UUT and \$4.058M from 5th District Community Programs), \$315K from 5th District Extraordinary Maintenance and \$2.396M from CP #77047 to CP# 87342 to fully fund the Live Oak Library Refurbishment Project.

ADOPTEDBOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

AUTHORIZED SIGNATURE

Chia-Ann Yen

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

12

AUG 23 2016

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ACTION

☒ RECOMMENDATION

BY

DATE

AUDITOR-CONTROLLER

B.A. NO. 019

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE